# BANGALORE DEVELOPMENT AUTHORITY

## INVITATION FOR REQUEST FOR PROPOSAL

**FOR**

"Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta.

## First Electronic Document (Technical Proposal)

***The Executive Engineer***
***East Division,***
***Bangalore Development Authority,***

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## SECTION1.LETTER OF INVITATION

# Bangalore Development Authority

T.Chowdaiah road, Kumara Park West,Bengaluru-560020

Tender Reference: BDA/EE/East/TEN/T- /2025-26 Dated:

## INVITATION FOR SHORT TERM TENDER(IFT)

(Through GOK, Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/)

1. The Executive Engineer, East Division, Bangalore Development Authority (BDA), Bengaluru on behalf of the Commissioner, Bangalore Development Authority, Bengaluru (Client), invites Tenders from eligible Consultants, for the Consulting services detailed in the Table below. Two Tender Document System as per Rule 28 of the KTPP Act shall be followed. The Consultants are required simultaneously to submit two separate electronic proposals, first containing the Earnest Money Deposit (EMD) and the details of their capability to undertake the proposal (Technical Proposal), which will be opened first and the second containing the Financial Proposal which will be opened only if the Consultant is found to be qualified to perform the tendered Consultancy services.

| Sl. No. | Name of the Consulting service | EMD | Tender processing fee | Time for Completion of assignment |
|---|---|---|---|---|
| 1 | "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta. | 32,000/- | Refer Karnataka Public Procurement Portal | 30-Days |

2. The Consultants shall submit proposals for all of the services given in this IFT. Consultants are advised to note the qualification criteria specified in proposal document to qualify for award of the contract.

3. Tender documents shall be available for download free of cost from the date and time of publication of the Tender on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) till the last date and time or the extended time for submission of proposal. Interested consultants may obtain further information at the Office of the Executive Engineer, East Division, Bangalore Development Authority, Bengaluru.

4. Tenders must be accompanied by Earnest Money Deposit and a non-refundable Tender processing fee of the amount in any one of the forms as specified in the proposal document for participation in the tenders.

5. Tenders must be uploaded on Government of Karnataka, Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Client and will be opened on the date and time specified on the Karnataka Public Procurement Portal, without requiring the presence of consultants or in the presence of consultants or in the presence of the consultants' representatives, who wish to attend at the Office of the Executive Engineer, East Division, Bangalore Development Authority, Bengaluru. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

6. A Pre-proposal conference will be held on the time, date and address, specified on the Karnataka Public Procurement Portal to clarify the issues, if any, and to answer questions on any matter that may be raised at that stage as stated in proposal document of Instructions to Consultants.

7. Goods and Service Tax will be separately reimbursed by the Client at the prevailing rates to the Contract amount, as per the latest Government orders, as per applicable law and amendments thereon.

8. Other details can be seen in the tender documents.

9. For details of registration and e-payment, visit Government of Karnataka, Karnataka Public Procurement Portal https://kppp.karnataka.gov.in/or contact e- Procurement Helpdesk at 080- 46010000 / 68948777.

10. **Following shall be the calendar of events for Tendering:**

| | |
|---|---|
| Last date and Time for receipt of Queries | Refer Karnataka Public Procurement Portal |
| Date and Time of Pre-proposal conference | |
| Place of Pre-proposal conference | |
| Last date and time for receipt of proposal | |
| Time and date of opening of First Electronic Document (Technical Proposal) | Will be intimated to the qualified consultants |
| Time and date of opening of Second Electronic Document (Financial Proposal) | |

Sd/-
Executive Engineer
East Division
Bangalore Development Authority
Bengaluru.

The RFP includes the following documents:

Section 1-Letter of Invitation
Section 2-Information to Consultants
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Background, Scope & Terms of Reference
Section 6- Form of Contract for Consultant's services

**Yours sincerely,**

Sd/-
Executive Engineer
East Division
Bangalore Development Authority
Bengaluru.

## SECTION2: INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select Consultants from among those who participate in this tender, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signing of the contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client.

1.4 The Consultants must familiarize themselves with site conditions, local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultants are encouraged to pay a visit to the site and contact the concerned Executive Engineer before submitting the Proposal and to attend a pre-proposal conference specified in the Data Sheet.

1.5 Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to obtain additional information if any, on the pre-proposal conference.

1.6 The Client will provide the inputs specified, if any, in the Data Sheet; assist the Consultant in obtaining licenses and permits needed to carryout the services; and make available relevant project data and reports.

1.7 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client and the site are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.8 Policy of the BDA requires that Consultants provide professional, objective and impartial advice and at all time hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.8.1 Without limitation on the generality of this rule, Consultants shall not be hired under the circumstances set forth below:

(a) A Consultant, who has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, Consultants hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the Consultant's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.8.2 As pointed out in Para. 1.8.1 (a) above, Consultants may be hired for downstream work, when continuity is essential. In which case, this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

1.9 It is the BDA policy which requires that Consultants observe the highest standard of ethics during the selection and execution of such contracts.

(a) For the purposes of this provision, the following terms are set forth below:

i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the BDA, and includes collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the BDA of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) Will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any service if it at any time determines that the Consultant has engaged incorrupt or fraudulent practices in competing for, or in executing a BDA financed contract; and

(d) Will have the right to require that, BDA to inspect Consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BDA.

1.10 Consultants shall not be under a declaration of in-eligibility for corrupt and fraudulent practices issued by GOK or its organisations in accordance with the above sub para 1.9 (a)

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request for clarification of any item of the RFP documents as indicated in the Data Sheet. Any request for clarification shall be uploaded in Karnataka Public Procurement Portal on or before last date & time for the submission of queries. The Client will respond to such requests (including an explanation of the query but without identifying resource of enquiry) and will be notified in the Karnataka Public Procurement Portal.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Consultant, modify the RFP documents by amendment. Any amendment shall be notified under Addendum/ Corrigendum in the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal(Para1.2) written in the language specified in the Data Sheet.

**Technical Proposal**

3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

i) If Consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Consultant (s) and/or other Consultant or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultants may associate with the other Consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet.

ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the Consultants.

iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.

iv) Proposed key professional staff must have at least the experience indicated in the Data Sheet.

v) Alternative key professional staff shall not be proposed and only one curriculum vitae (CV) which is signed by the concerned person and the authorised signatory of the Consultant shall be scanned and submitted for each position.

vi) Reports to be issued by the Consultants as part of this assignment must be in the language specified in the Data Sheet. It is desirable that the Consultant's personnel have a working knowledge of Kannada.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i) A brief description of the Consultant's organisation and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names ofthe staff provided, duration of the assignment, contract amount, and Consultant's involvement.

ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iii) A description of the methodology and work plan for performing the assignment (Section 3D).

iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the Consultant and degree of responsibility held in various assignments as indicated in section 3F.

vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team members. (Sections 3E and 3G).

vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposals hall not include any financial information.

**Financial Proposal:**

3.6 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow the Standard forms (Section-4).

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the key professional staff proposed for the assignment.The Client will make its best effort to complete negotiations with in this period. If the Client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

3.9 **Earnest Money Deposit (EMD) and Tender Processing Fees**:

3.9.1 The consultants are requested to submit EMD as part of Tender Security of Rs. 32,000/- (Rs. Thirty Two Thousand only) and non-refundable tender processing fees as specified in Karnataka Public Procurement Portal along with the Technical Bid.

The Consultant shall pay the 50 % Earnest Money Deposit (EMD) in e-Procurement portal using any of the following payment modes:

- Credit Card
- Debit Card
- National Electronic Fund Transfer(NEFT)
- Over the Counter(OTC)

The Consultant bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka, Karnataka Public Procurement Portal.

3.9.2 EMD amount will have to be submitted by the consultant taking into account the following conditions:

a. EMD will be accepted only in the form of electronic cash or Demand Draft (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account of e-procurement portal until the contract is closed.
b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is the responsibility of the Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka central pooling a/c before Bid submission date and time, through online payment. In case of OTC Payment, the procedure to be followed may be obtained from the e-procurement portal helpdesk.

3.9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 3.9.1 and 3.9.2 above shall be rejected inthe Karnataka Public Procurement Portal as non-responsive.

3.9.4 The earnest money deposit of unsuccessful consultant will be returned within 30 days after signing of contract by the successful consultant.

3.9.5 The earnest money deposit of the successful consultant will be discharged when the consultant has signed the Agreement and furnished the required Performance Security.

3.9.6 The earnest money deposit may be forfeited:

a) if the consultant withdraws the Tender after tender opening during the period of tender validity; or

b) if the consultant does not accept the correction of the Tender Price, pursuant to Clause 5.6 of ITC; or

c) In the case of a successful consultant, if the Tenderer fails within the specified time limit to

i) Sign the Agreement ;or

ii) Furnish the required Security deposit

## 4. Submission, Receipt and Opening Of Proposals

i) Interested bidders shall login to https://kppp.karnataka.gov.in/ and follow the procedures and guidelines given there or call the e-procurement help desk to get them registered in the portal. Upon registration, the bidders can login and participate in the tender.

ii) Downloading of tender documents, submission of proposal all will be through Government of Karnataka, e-Procurement website https://kppp.karnataka.gov.in/ under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

iii) The original Proposal is First Electronic Document and Second Electronic Document (Technical Proposal and Financial Proposal; see Para 1.2) shall be prepared as per RFP document.

iv) The proposal document is deemed as signed in electronic tendering system. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

v) The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

vi) Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal. After submission of proposal by signing through the digital signature certificate, the proposal cannot be modified.

vii) The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

viii) After the deadline for submission of proposals, the First Electronic Document (Technical Proposal) shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

## 5. Proposal Evaluation

5.1 Consultants shall not contact the Client on any matter relating to their Proposal from the time of the opening of the technical proposal to the time the contract is awarded. If a Consultant wishes to bring additional information to the notice of the client, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Client will carryout the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score ($S_t$). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. **Public Opening and Evaluation of Second Electronic Document (Financial Proposals); Ranking**

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 Deleted

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

## 6. Negotiations

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to optimizing the required out puts from the Consultant within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant that received the second highest score to negotiate a contract.

## 7. Award Of Contract

7.1 The contract will be awarded to the successful consultant following negotiations through a letter of acceptance. After negotiations are completed, the Client will promptly notify other participant consultants that they were unsuccessful and return the Financial Proposals of those consultants who did not pas the technical evaluation (Para 5.3).

7.2 The consultant shall submit Bank Guarantee for Performance Security as indicated in the Letter of Acceptance. Upon receipt of the BG, contract agreement will be entered into between the Client and the Consultant.

7.3 The consultant is expected to commence the Assignment on the date and at the location to be specified in data sheet.

## 8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not bed is closed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

**DATA SHEET-**
**INFORMATION TO CONSULTANTS**

**Clause Reference**

1.1 The name of the Client is : *Executive Engineer, East Division, BDA, Bengaluru.*
The method of selection is : Least Cost Selection – Lumpsum (LCS)-K/C-8

1.2 A technical and a Financial Proposals are requested :Yes
The name, objectives and description of the Assignment are:

**"Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta**

1.3 The Assignment is phased: Yes. Refer Section 5.4 under ToR.

1.5 A pre-proposal meeting will be held: Yes
Date & Venue of pre-proposal meeting: **as per Karnataka Public Procurement Portal** in the Office of the Engineering Member, BDA, Bengaluru
The Designation, address and telephone number of the Client's Official(s)are:
Executive Engineer, *East Division, BDA*, BDA, Bengaluru
Tel. No: 6366252875

1.6 The Client will provide the following inputs:
The client will provide available information to the successful consultant about Project.

1.8.2 The Client envisages the need for continuity for downstream work: Yes. Refer Section 5.4 under ToR.

1.11 The clauses on fraud and corruption in the contract are:
Clause1.9(a) of ITC.

2.1 Clarifications may be requested as Specified in Karnataka Public Procurement Portal before the pre-proposal meeting date.
The address for requesting clarifications is: as Specified in Karnataka Public Procurement Portal

3.1 Proposals should be submitted in English only.

3.3 i) Short listed Consultant/entity may associate with other short listed Consultant: No. This is an open tender and no short listing has been done.

ii) The proposal shall, however, be based on the number of key professional staff-months estimated by the Consultants.

iii) the key professional staff proposed be permanent employees of the Consultant: YES

iv) The minimum required experience of proposed key staff is as follows:

a. Team leader - 20 years
b. Other Key Professional – refer **table5.3(iii)** of ITC

v) Alternative key professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position

vi) The reports shall be submitted in English language

3.4 vii)Additional Information in the Technical Proposal includes : Nil

3.8 Proposals must remain valid for a period of 90 days after submission.

5.3 The number of points to be given under each of the evaluation criteria are:

| | | **Points** |
|---|---|---|
| (i) | Specific experience of the consultants related to the Assignment. Consultancy firm should have completed a Detailed engineering for work, Buildings related infrastructure work | 65 |
| (ii) | Financial Turnover | 35 |
| | Total - | 100 |

**The minimum technical score required to pass is:75**.

Break up of above points is shown in **Table** below**:**

**Technical Evaluation (1st Stage–Technical Evaluation of the Proposal)**

| Breakup of Score 5.3 (i) Specific experience of the consultants related to the Assignment | | |
|---|---|---|
| Sl. No. | Particulars | Marks |
| a) | The Consultancy Firm / Company should have been involved in the Civil Engineering /Architectural Consultancy Services with minimum 5 years Services Must be Registered at Council of Architecture, India support of this, the Consultant shall furnish Establishment Certificate and Service Tax Registration /GST Certificate for the Consultancy Field along with the Technical Proposal | 30 |
| b) | The Consultancy Must have prepared Detailed Project Report for a single Project comprising of Similar Nature of Work in any one of the Financial Year (from 2020-21 to 2024-25) for Central Government/State Government / Urban Local Body In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along With the Technical Proposal (Each completed project secure 5-marks, Max 50 marks. | 35 |
| | **SubTotal** | **65** |

| BreakupofScore5.3(ii)Financial Turnover | | |
|---|---|---|
| a) | The Consultancy Firm / Company should have achieved at least in two Financial Years a minimum Financial Turnover(in all classes of Civil Engineering/Architectural Consultancy Consultation Works only) of Rs. 30 lakhs out of the last five Financial Years (from 2020-21 to 2024-25). In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2024-25. | **35** |
| | **SubTotal** | **35** |

**The key professionals / person's qualifications and competence shall be assessed as below:**

| | |
|---|---|
| • General Qualifications | 30% |
| • Adequacy for the Project | 60% |
| • Experience in region & language | 10% |
| **Total** | **100%** |

**The minimum technical score required to pass is :75Points**

6.1 Negotiations will be held at.
Office of the Engineering Member, BDA, Bengaluru

7.3 The assignment is expected to commence from the date of issue of Work order after signing the contract agreement.

## SECTION3.TECHNICALPROPOSAL–STANDARDFORMS

3A Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed professional staff.

3G Time schedule for professional personnel.

3H. Activity(work)schedule.

**3A.TECHNICALPROPOSALSUBMISSIONFORM**

**RefNo:**

***Place:***
***Date:***

**FROM: (Name of Consultant )**

**TO: Executive Engineer,**
**East Division BDA,**
**Bengaluru**

_____
_____
_____

**Sir,**

**Sub:** "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta **- TECHNICAL PROPOSAL.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

**Yours sincerely,**

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**
**Address:**

## 3B.CONSULTANT'S /REPUTED INSTITUES REFERENCES

**Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your Consultant/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Consultant/entity(profiles):</td></tr>
<tr><td colspan="2">NameofClient:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Indian Rupees):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Professional Staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: (Give information on each of experts / consortium also in this format)</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:_____

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 3C. COMMENTS AND SUGGESTIONS OF CONSULTANT ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

**Consultant's Name:**

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 3E.COMPOSITION OF THE TEAM PERSONNEL AND TASK(S) OF EACH TEAM MEMBER

**1. Professional Staff:**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5.<br>6. | | | |

**2. Support Staff**

| Sl. No. | Name | Position | Task |
|---|---|---|---|
| 1.<br>2.<br>3.<br>4.<br>5.<br>6. | | | |

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

**3F. FORMAT OF CURRICULUM VITAE (CV) FORPROPOSED PROFESSIONAL STAFF**

Proposed Position:
Name of Consultant:_
_____Name
of Staff:
_____Profes
sion:_
Date of Birth:_____
Years with Consultant/Entity:_____Nationality:
Membership in Professional Societies:_
Detailed Tasks Assigned:

**Key Qualifications:**

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

**Education:**

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.*]

**Languages:**

[*For each language indicate proficiency : excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date:_____
_____*[Signature of staff member and authorized representative the Consultant]*[Day/Month/Year] **Full name of staff member:_____**
**Full name of authorized representative:_____**

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 3G.TIMESCHEDULEFORPROFESSIONALPERSONNEL

| Sl. No | Name | Position | Report due/Activities | Months (in the form of a bar chart)* | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | No. Of months |
| 1 | | | | | | | | | | | | | | | | Sub-total(1) |
| 2 | | | | | | | | | | | | | | | | Sub-total(2) |
| 3 | | | | | | | | | | | | | | | | Sub-total(3) |
| 4 | | | | | | | | | | | | | | | | Sub-total(4) |

Full-time:_____Part-time_____
_____Reports due: _____
Activities duration:_____

Signature: _____
(Authorized Representative)
Full name: _____
_____T
itle: _____
_____A
ddress: _____

## 3H.ACTIVITY(WORK)SCHEDULE

A. `Field investigation and study items.

| Sl. No | Item of Activity (Work) | Months(in the form of a bar chart)++ (1st,2nd,etcaremonthsfromthestartofassignment) | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th | 11th | 12th |
| | _____ | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | |
| | _____ | | | | | | | | | | | | |

++The program should be for the period of completion of assignment.

B. Completion and submission of reports

| Reports:* | Programme:(Date) |
|---|---|
| 1. Inception Report | |
| 2. Interim Progress Report<br>(a) First Status Report<br>(b) Second Status Report | |
| 3. Draft Report | |
| 4. Final Report | |

*modify as required for the assignment.

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant**

## SECTION4.FINANCIAL PROPOSAL –STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

## 4A.FINANCIAL PROPOSAL SUBMISSION FORM

**Ref No:**

**Place:**
**Date:**

**FROM: (Name of Consultant)**

**TO:**
**Executive Engineer,**
**East Division, BDA,**
**Bengaluru**

_____
_____
_____

**Sir,**

**Sub:** "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta **- FINANCIAL PROPOSAL.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).Our attached financial proposal is for the sum of[*Amount in words and figures*]. This amount is exclusive of the local taxes which we have estimated at [*Amount(s) in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Weremain,

**Yours sincerely,**

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 4B.SUMMARYOFCOSTS

| No | Name of Work | Consultancy Fee excluding GST(Rs.) LUMPSUM |
|---|---|---|
| 1 | "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta. | |

**A separate template for submission of financial details is available in the e-procurement webpage. This shall be made use to quote the rates under this contract**

**Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.**

**Authorized Signatory:**
**Name and Title of Signatory:**
**Name of Consultant:**

## 4C. BREAKDOWN OF COSTS(RS)I

## REMUNERATION FOR STAFF

| No. | Position | Name | Rate*(Rs.) | SM | Amount(Rs) |
|---|---|---|---|---|---|
| | **Key professional staff** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **Sub-Key professional staff** | | | | |
| **1.** | | | | | |
| **2.** | | | | | |
| **3.** | | | | | |
| **4.** | | | | | |
| **5.** | | | | | |
| **6.** | | | | | |
| | **Sub-Total** | | | | |
| | **TOTAL** | | | | |

*SM=Staff Month*

i.II. Support Staff

| No. | Position | Name | Staff Months | Rate*(Rs) | Amount(Rs) |
|---|---|---|---|---|---|
| 1<br>2<br>3<br>4 | | | | | |
| | | | | **Total:** | |

*Provide the break-up of the rates to show the basic salary, social costs and over head.

### VI. Reports and Document Printing

| No. | Description | Number | No.of Copies | Rate per Copy (Rs.) | Amount( Rs. ) |
|---|---|---|---|---|---|
| 1<br>2<br>3<br>4<br>5 | | | | | |
| | | | | **Total** | |

**Note:** The Break down costs for all the components as in Form 4C shall be quoted and submitted in a sealed cover before opening of the Financial Proposal which shall be intimated to the qualified consultants in Technical Proposal.

## SECTION5.TERMSOFREFERENCE

1. BACKGROUND

2. ACONCISESTATEMENTOFOBJECTIVES

3. ANOUTLINEOFTHETASKSTOBECARRIEDOUT

4. SCHEDULEFORCOMPLETIONOFTASKS

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6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTSWORK

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

10. GENERAL ELIGIBILITY CONDITIONS FOR COMPETING CONSULTANT

11. DEFECT LIABILITY PERIOD

12. PERFORMANCE SECURITY

13. NONPERFORMANCE OF SERVICES – LEVYINGOFPENALTY

"Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta.

**BACKGROUND**

Bangalore Development Authority (BDA) is a Governmental organization and the principal Planning Authority for Bengaluru. Its function, under the Karnataka Town and Country Planning Act of 1961, is as a regulatory body required to prepare in the prescribed manner a Comprehensive Development Plan for the Bengaluru metropolitan region. It also oversees planning and development of infrastructure, provision of development-related sites and services, the housing needs of underprivileged citizens in Bengaluru and is currently the city's largest land developer. Bangalore Development Authority is intended to Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta approximate available land.

**OBJECTIVES OF THE PRESENT ASSIGNMENT**

The main objectives of the assignment are to carry out the following as per the applicable Standards/ Codes/ Guidelines/Manuals and directions of the Client:

1. The consultant shall perform all necessary planning, designing, preparation of drawings for the "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta.

2. The assignment involves:
    1. Total station survey
    2. Soil test report
    3. Concept plan(architectural)
    4. 3d renders
    5. Structural dwg as requested at site at various stages of development
    6. GFC dwg (working dwg) (sections and plans)

7. Services dwg as applicable (hvac, plumbing, electrical, fire fighting. Etc..)
8. Project costing and estimate.
9. Contract Bid Document

**Time Schedule.**

| PARTICULAR | TASK | Timeperiod |
|---|---|---|
| 1 | "Preparation of DPR for Construction of Housing Project at Sy No. 117/1 & 117/2 of Neelasandra (Austin Town) village, Kasaba hobli, Bangalore North Taluk (Block 'A' Type, Block 'B' Type (EWS) 1-Acre 13-Gunta. | 30-Days |

**Data, Services and Facilities to be provided by the Client:**

- Layout Plan
- Contour Plan
- Free access to the project site.
- Timely approvals for submissions.

**Outputs (i.e., Reports, Drawings, etc.) that shall be provided by the consultant:**

| | | |
|---|---|---|
| 1 | Concept Report | 3 Sets |
| 2 | Final DPR report | 3 Sets |

**Composition of Review Committee to Monitor Consultancy Work:**

The task awarded to the Consultants shall be reviewed by the committee to be formed by the Client.

**Procedure for review of Progress of reports**

The Client will review the progress of services/ work done by the consultant as per the ToR and the schedule for completion of tasks as in clause 5.4. Any observations, suggestions for modifications, corrections etc, required by the client shall be carried out.

**List of Key Professional Positions whose CV and experience would be evaluated:**

**Minimum Required Experience and Expertise of Proposed Key personnel**

| Sl No | Position | Qualification | Specific experience |
|---|---|---|---|
| 1 | Team Leader/Senior Design Engineer | Minimum B.E/ B.Tech in Civil engineering. Post-graduation in Town/Urban Planning is desirable. Minimum of 20 years' experience in the Relevant field. | Minimum 10 years of experience and as a Team Leader minimum5 years' experience in infrastructure projects |
| 2 | Structural Engineer | Minimum B.E/B.Tech in Civil /.Post-graduation in Structural Engineering is desirable | Minimum 10 years of experience in structural designing. |
| 3 | Electrical/ Instru mentation Engineer | B.E./ B.Tech in electrical engineering or Instrumentation Engineering | Minimum of 5 years of relevant experience |
| 4 | Quantity surveyor | B.E./ B.Tech in Civil/ Engineering | Minimum of 5 years of relevant experience |
| 5 | Auto CAD and 3d Modeling Drafts man | Diploma in Civil with AutoCAD certification | 5 years' experience in drafting civil structural designs and 3dModeling. |

## GENERAL ELIGIBILITY CONDITIONS FOR COMPETING CONSULTANTS

1. The Consultant shall be a company registered under the Indian Companies Act 1956 and shall have completed 10 years of existence as on bid submission date.
2. The Consultant shall have ISO9001:2015 certification.
3. The Consultant shall have association with NABL certified laboratories for testing of materials required for the infrastructure work.
4. The Consultant shall submit copies of the following:
    i. PAN details.
    ii. GST Registration certificate.
    iii. EPF Registration certificate.
    iv. ESI registration certificate

**Note:** Supporting documents shall be uploaded for all the above criteria

The Consultant shall have the following Equipment/ Software

| S.No | Technical Requirements |
|---|---|
| 1 | The Differential Global Positioning System (DGPS) (Static and RTK) having angular Least count of 1" and accuracy of 5" both for Horizontal and Vertical angles, distance measurement accuracy of 1mm with all the necessary accessories. |
| 2 | The Electronic Total Station having angular least count of 1"and accuracy of 5" both for Hz and Vz distance measurement accuracy Of 1mm + 1.5mm, with all the necessary accessories. |
| 3 | Recent AutoCAD software with Auto Plotter accessories |
| 4 | All necessary vehicles for carrying out the survey work. |
| 5 | AutoCAD civil3D or equivalent software for 3d Modelling |
| 6 | STAAD Pro or equivalent structural analysis and design software |
| 7 | Project Management software like MS-Project or Primavera or any other equivalent software for project scheduling and monitoring on Real time basis. |

**Defect liability period**

a) The defect liability period shall be two years after completion of the tendered works of the construction agency.

**Performance Security**

a)The Successful Consultant shall furnish performance security of 5% of the cost of the consultancy contract amount in the form of Bank guarantee issued either by a National / Schedule Bank payable at Bengaluru within the time indicated in the Letter of Acceptance. The performance security shall be discharged after completion of the Defect liability period.

**Non-performance of Services–Levying of penalty**

a) A penalty at 5% of the consultant's bill amount shall be deducted for non-satisfactory performance of services in respective bills. The amount so deducted will not be returned back.

b) Total failure on the performance of services will render forfeiture of the performance security.

## SECTION6.STANDARDFORMOFCONTRACT

## CONTRACTFORCONSULTANT'SSERVICES

**Between**

**In favour of**
**Executive Engineer,**
**East Division, BDA**
**Bengaluru**

---

**[Name of Client]**

**and**

---

**[Name of Consultant]**

**Dated:**

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## I. FORMOFCONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____dayof the month of _____, 20_____, between, on the one hand, _____ _____(hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (here in after called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THERE FORE the parties here to here by agree as follows:

1. The following documents attached here to shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (here in after called"GC");
   (b) The Special Conditions of contract (here inafter called"SC");
   (c) The following Appendices:

*[Note:If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached here to carrying the title of that Appendix.].*

Appendix A: Description of the Services _____

_____Appendix B: Reporting Requirements

_____Appendix C: Key Personnel and Sub-consultants _____

_____Appendix D: Duties of the Client _____

_____Appendix E: Breakdown of contract price _____

Appendix F: Form of Guarantee for Performance Security_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:

(a) The Consultants shall carryout the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF[NAME
OF THE CONSULTANTS]

By

(Authorized Representative)

FOR ANDONBEHALFOFEACHOF THE
MEMBERS OF THE CONSULTANTS

[Name of the Member]

By
(Authorized Representative)
[Name of the Member]

By
(Authorized Representative)
Etc.

## II. GENERAL CONDITIONS OF CONTRACT

### 1 General Provisions

### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the laws and any other instruments having the force oflawin the India and the State of Karnataka and as they may be issued and in force from time to time.

b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract are attached ,together with all the documents listed in Clause 1 of such signed Contract;

c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;

d. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

e. "GC" means these General Conditions of Contract;

f. "Government" means the Government of Karnataka

g. "Local currency" means Indian Rupee;

h. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

i. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

j. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

k. "SC"means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

l. "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A hereto;

m. "Sub-consultant" means any entity to which the Consultants subcontract any part ofthe Services in accordance with the provisions of Clause GC 3.3.

n. "Third Party" means any person or entity other than the Government, the Client, the Consultants or a Sub-consultant.

**1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

**1.4.1** Any notice, requestor consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

**1.4.2** Notice will be deemed to be effective as specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A here to.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties**

Unless otherwise specified in the SC, the Consultants, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

### 1.8 Relation between the Parties

Nothing contained here in shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 1.9 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

## 2 Commencement, Completion, Modification and Termination of Contract

### 2.1 Effectiveness of Contract

This Contracts hall come into force and effect on the date (the "Effective Date")of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### 2.2 Commencement of Services

The Consultants shall begin carrying out the Services within fifteen(15) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall terminate when services have been completed and all payments have been made at the end of such time period after the Effective Date as is specified in the SC.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the contract price, may only be made by written agreement between the Parties.

### 2.5 Force Majeure

### 2.5.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but

is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

**2.5.5 Consultation**

Not later than thirty(30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

## 2.6 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants here under if the Consultants fail to per for many of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the contract within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt.

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Consultants, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:
"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the client, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.7.2 By the Consultants

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.7.2, terminate this Contract:

(a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty(60) days; or

(d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 7 hereof.

### 2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.7 or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except :

(i) Such rights and obligations as may have accrued on the date of Termination or expiration;
(ii) The obligation of confidentiality set forth in Clause GC3.3 hereof;
(iii) Any right which a Party may have under the Applicable Law.

### 2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatchorreceiptofsuchnotice,takeallnecessarystepstobringtheServicesto a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC3.7 or GC 3.8 hereof.

### 2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultants to the Client):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 2.7.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five(45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 3 Obligations of the Consultants

### 3.1 General

### 3.1.1 Standard of Performance

The Consultants shall perform the Services and carryout their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safe guard the Client's legitimate interests in any dealings with Sub- consultants or Third Parties.

### 3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law. The Client shall advise the Consultants in writing of relevant local customs and the Consultants shall, after such notifications, respect such customs.

### 3.2 Conflict of Interests

#### 3.2.1 Consultants Not to Benefit from Commissions, Discounts,etc.

The remuneration of the Consultants pursuant to Clause GC6 here of shall constitute the Consultants sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations here under, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### 3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

#### 3.2.3 Consultants and Affiliates not to engage in Certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### 3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's Country which would conflict with the activities assigned to them under this Contract; and

(b) After the termination of this Contract, such other activities as may be specified in the SC.

### 3.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### 3.4 Insurance to be Taken Out by the Consultants

The Consultants(i) shall take out and maintain, and shall cause any Sub- consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Clients howing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

### 3.5 Consultants Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, itbeing understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the sub contract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
(b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants 'Key Personnel")merely by title but not by name;
(c) any other action that may be specified in the SC.

### 3.6 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B here to, in the form, in the numbers and within the time periods set forth in the said Appendix.

### 3.7 Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of

Such documents and software. Restrictions about the future use of these documents and software is Governed by S.C. 3.7.

### 3.8 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants liability under this Contract shall be as provided by the Applicable Law.

## 4 Consultants Personnel and Sub-consultants

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

### 4.1 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix Care hereby approved by the Client.

### 4.2 Removal and/ or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forth with provide as are placement a person of equivalent or better qualifications.

(b) If the Client (i)finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5 Obligations of the Client

### 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the BDA shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
(b) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permittopracticetheirprofessionortoestablishthemselveseitherindividually or as a corporate entity according to the Applicable Law;
(c) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.
(d) Provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

**5.2 Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on
(i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

## 6 Payment to the Consultants

**6.1 LumpSum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

The Contract price is set forth in the SC.

**6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

### 6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### 6.5 Deleted

## 7 Settlement of Disputes

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## III. SPECIAL CONDITIONS OF CONTRACT

Number of
GC Clause

**A. Amendments and Supplements to Clauses in the General Conditions of Contract**

1.4.1 The addresses are:

| | |
|---|---|
| Client: | : Executive Engineer, East Division ,Bengaluru |
| Attention | : |
| Cable address | : |
| Telex | : |
| e-mail | : |
| Consultants | : |
| Attention | : |
| Cable address | _____ |
| Telex | _____ |
| e-mail | _____ |

1.4.2 Notice will be deemed to be effective as follows:

(a) In the case of personal delivery or registered mail, on delivery;

(b) In the case of telexes, 24 hours following Confirmed transmission;

(c) In the case of email, 24 hours following confirmed transmission.

1.6 The Authorized Representatives are:

For the Client:

For the Consultants: _____

1.7.1 The Consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.2 However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid / reimbursed by the Client separately.

2.1 The date on which this contract shall come into effect is from the date of issue of work order

2.2 The maximum time period for contract becoming effective is 15 days shall be agreedin writing.

2.3 The maximum time period shall be 15 days or such other time period as the Parties may agree in writing.

3.4 The risks and the coverages shall be as follows:

(1) Third Party motor vehicle liability insurance as required under Motor VehiclesAct, 1988 in respect of motor vehicles operated by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period ofconsultancy.

(2) Deleted

(3) Clients liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(4) Professional liability insurance, with a minimum coverage equal to total contract value of the consultancy.

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii)the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.5 (c)Deleted

3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.2 Contract Price

The Contract priceis_____.

6.4 The accountis_____

Payment shall be made according to the following schedule

The payments will be made to the consultant as per the following milestone**:**

| | |
|---|---|
| On submission of Concept Report | 20% |
| On submission of Final Detailed Project Report | 60% |

**7.2 Dispute Settlement**

In case of disputes if any, between the Client and the Consultant, the decision of the Commissioner BDA, Bengaluru is final and binding on both the Client and the Consultant.

## IV. APPENDICES

### Appendix A: Description of the Services

[Give Detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.] –

**Described in Section 5 of ToR**

## Appendix B: Reporting Requirements

*[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]*

**As per Section5 of ToR**

## Appendix C: Key Personnel and Sub-consultants

*[List under:C-1 Titles [and names, if already available], detailed job descriptions and minimum Qualification, experience of Personnel to be assigned to work and staff-months for each.*

*C-2 Same information as C-1 for Key local Personnel.*

**As per Section 5 of ToR**

## Appendix D: Duties of the Client

***F-1 Services, facilities and property to be made available to the Consultants bythe Client.***

The consultants shall make his own arrangements for all the facilities required to deliver the services as per the contractual requirement of the client.

Inview of this,

i) This shall be applicable during the extension of time if any granted to the consultant for the performance of services
ii) The consultant shall procure any such services, facility and property as deemed fitfor themselves.
iii) No additional payments will be made either during the contact period or extended period of contract.

## Appendix E: Break Down Of Contract Price

*List here under cost estimate in Rupees:*

*1. Monthly rates for Personnel (Key Personnel and other Personnel)*

*To be furnished by the Consultants at the time of submission of the RFP*

## Appendix F: Form of Bank Guarantee for Performance Security

(ReferenceClause5.5.3ofTOR)

To: _____ [name of Client] _____ [address of Client] WHEREAS _____[name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No._____dated _____To execute_____[name of Contract and brief description of Service] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified there in as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee; NOW THERE FORE we here by affirm that we are the Guarant or and responsible to you, on be half of the Consultant, up to a total of Rs._____[amount of guarantee]Rupees_____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of_____[amount of guarantee]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
_____Name
of Bank _____
_____Address
_____
Date _____

Strikeout, whichever is not applicable.

*Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".*

*Note2: The bank guarantee shall be from Indian Nationalized Bank*